

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 6th day of March, 2016 by and between the Rochester Squash Racquets Association (“**RSRA**”) and John Walsh (“**Walsh**”). The Parties agree that this Agreement supersedes any and all other Referral or Compensation Agreements between the Parties whether written or oral.

WHEREAS, RSRA is acting as a not-for-profit organization that supports the sport of squash in the Rochester, New York community via clinics, tournaments and promotion through local amateur and professional squash players and **Walsh** is a squash instructor that is working to develop a Junior Squash Program within the Rochester community through instruction at Harro East Athletic Club and other area squash facilities. It is agreed that **Walsh** will work as an *independent contractor* with **RSRA** to develop, nurture and grow a Junior Squash Program in the local community.

WHEREAS, this agreement is intended to provide supplemental funding for a pilot effort and to demonstrate the viability of a Junior Squash Program in Rochester. The **RSRA**'s objectives in this Agreement are to understand what Juniors and their parents/ guardians/families want from a Squash Program and what is necessary to sustain such a program. The **RSRA** will continue to support the Program for successive months for up to three months, providing there are at least 10 students enrolled in the program.

THEREFORE, RSRA and **Walsh** herein set forth the terms of the relationship of both parties in implementing a Junior Squash Program with each other's support according to the following conditions:

1. RESPONSIBILITIES OF RSRA

- a. Make introductions and act as liaison for **Walsh** to the leadership and administration of various organizations and entities that may help in developing a successful Junior Squash Program.
- b. Negotiate Prices individually or with assistance of **Walsh** for the services described.
- c. Agrees to pay **Walsh** (as a 1099 contractor) on a monthly basis for a period of three months, provided **Walsh** fulfills responsibilities as listed in **section 2** below. **RSRA** will supplement **Walsh's** revenue to guarantee at least \$2,000 per month of revenue provided that at least 10 individual students participate in the Program in that month. **RSRA** will supplement **Walsh's** earned revenue to bring his total revenue up to \$2,000 per month. (ie. if there are 10 students each paying Harro East \$200 per month and **Walsh** receives 50% of said fees, **RSRA** supplement **Walsh** an additional \$1000 per month).

2. RESPONSIBILITIES OF WALSH

- a. All contracts and agreements with students and/or their legal guardians for services rendered by **Walsh** in coaching Junior Squash shall be under the name of **Walsh** or a related DBA. **Walsh** assumes responsibility for all liabilities relating to or arising from (his) squash coaching activities. **Walsh** absolves the **RSRA**, its Board and its members from any liability arising from his squash coaching or related activities.

Initials _____
Initials _____

- b. **Walsh** shall obtain and maintain, at his expense, all required licenses, insurances and certifications to safely and effectively run a Junior Squash Program.
- c. **Walsh** must provide the RSRA signed agreements showing the financial commitment by parents/guardians of the students to the Program. These must include a summary of the services to be provided by Walsh and the payments to be made by the parents/guardians to **Walsh** or his **Assignee**. **Walsh** shall provide relevant agreements to the RSRA commissions paid to any and all **Assignees**.
- d. **Walsh** will clearly indicate in all announcements that he or a dba-related-entity is solely responsible for the Program.
- e. **Walsh** will be responsible for providing all advertising and at least weekly, social media updates about the progress of the program, minimally on the RSRA web site and Facebook page. Photos and mention of Juniors on social media and in the press shall only be used with parental/guardian permission.
- f. **Walsh** will complete a daily report of activities and attendance, in a format similar to that shown in **Exhibit A**. This will be delivered to RSRA on a monthly basis.

3. TERM-TERMINATION AND RIGHTS AND RESPONSIBILITIES

This Agreement shall begin upon the signature of both parties and not be retroactive in nature, shall be for an initial term of 3 months, and shall renew upon mutual agreement of both parties. Upon termination, **Walsh** payments and rights covered under this Agreement shall cease immediately.

This agreement can be terminated at any time for cause. Cause termination results if **WALSH** is convicted of any felony crime or offense, fails or refuses to comply with the written policies or reasonable directives of **RSRA**, is guilty of serious misconduct in connection with performance hereunder, fails to provide the services described in **section 2**, or materially breaches provisions of this Agreement. If so, **RSRA** may terminate the engagement of **WALSH** immediately in writing or via email.

4. RELATIONSHIPS & AGENCY

It is expressly agreed and understood that **Walsh** will perform the Services solely as an Independent Contractor. **Walsh** will not be deemed to be an employee or agent of **RSRA** or entitled to receive any compensation or benefits available to employees of **RSRA**. **Walsh** will have no power or authority to enter into any contract or commitment, or incur any liability or obligation of any kind on behalf of **RSRA**, and will not purport to take any action, make any representation, enter into any contract or commitment, or incur any liability or obligation of any kind on behalf of **RSRA**.

5. CONFIDENTIALITY AND NON-CIRCUMVENT

Walsh acknowledges that it may become acquainted with a variety of proprietary information related to the introduction, marketing, promotion

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and administration of the various relationships, products and services offered by **RSRA**. Therefore, **Walsh** agrees that it may not solicit or sell any competitive or comparably administered product or service covered by this Agreement directly to any entity referred through **RSRA** or its referred clients without the written consent of **RSRA**.

Further, **Walsh** agrees that it shall not induce or attempt to induce any entity doing business with **RSRA** to sever its relationship with **RSRA** or to otherwise interfere with the business and economic relationships of **RSRA**.

6. REPRESENTATIVE CAPACITIES

Any individual executing this Agreement in a representative capacity shall not be liable hereunder individually and shall be deemed to have acted only in their representative capacities.

7. AMENDMENT

This Agreement can be amended or modified only in writing, signed by an authorized representative of each of the parties hereto.

8. ASSIGNMENT

This Agreement may not be assigned without the prior written consent of the other party, whose consent shall not be unreasonably withheld.

9. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the successors and assigns to the parties hereto.

10. CHOICE OF LAW

Both parties agree that the terms and conditions of this Agreement are to be interpreted in accordance with the laws of Monroe County in the State of New York.

11. ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the parties, and all prior correspondence, conversations, or memoranda, being merged herein and being replaced hereby and being without effect herein: and no change, alteration, or modification hereof may be made except in writing and signed by all parties hereto.

In witness whereof the parties have set their hand this 8th day of March, 2016

RSRA

Douglas Bennett, President

Date

John Walsh

John Walsh

Date

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EXHIBIT A
Student & Attendance Records

Spreadsheets that contains the following:

A. Monthly Information

1. Student first and last name
2. Student fee with how received (self-pay, via club, etc)
3. Birth date
4. Grade and current school
5. Physician
6. Parent/Guardian name
7. Address
8. Phone numbers
9. email address
10. Permission to use photo and information on publicity

B. Weekly Information

1. Class Dates
2. Class Location
3. Class Start/end Time
4. Specific Students Participating this week
5. Class objectives, specify if different for each player
6. Class Assessments, specify if different for each player
7. Social Media Update Summary

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